

AGREEMENT

between the
LIVINGSTON BOARD OF EDUCATION

and the
**LIVINGSTON EDUCATION
ASSOCIATION**

For the Period
July 1, 2007 through June 30, 2008
and
July 1, 2008 through June 30, 2011

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PREAMBLE

THIS AGREEMENT is made and entered into this 30th day of April, Two Thousand and Eight BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board;" AND THE LIVINGSTON EDUCATION ASSOCIATION, hereafter the "Association;"

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit for the Board's employees, consisting of all full-time and regular part-time certificated personnel, members of the administrative support staff, teacher assistants, individual student assistants, early arrival aides, athletic trainers, occupational therapists, all members of the custodial and maintenance staff including personnel with the title bus driver/custodian, bus driver/mechanic, bus drivers and van drivers, whether under contract or on leave, employed by the Board, and excluding the following positions: superintendent, assistant superintendents, board secretary/business administrator, principals, assistant principals, director of guidance, college & career specialist, director of high school athletics, all content area supervisors and chairpersons, data base administrator, network administrator, technicians, applications architect, manager of technology, manager of finance and accounting, manager of human resources, payroll manager, payroll/benefits assistant and transportation manager. Administrative Assistants to the superintendent, assistant superintendents, board secretary/business administrator, manager of human resources, the manager and assistant manager of buildings and grounds are also excluded. Unless otherwise indicated, as used herein, the term "teachers" and "employees" shall refer to all employees covered in the described unit as above defined.

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

**ARTICLE I
NEGOTIATION OF SUCCESSOR AGREEMENT**

I. Collective Negotiations

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other, at least 3 days prior to any meeting, pertinent materials on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

II. Modifications

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

III. Printing the Agreement

Copies of the agreement shall be reproduced and the cost of such preparation shall be equally shared by the Board and the Association.

IV. Duration of Agreement

THIS AGREEMENT, dated April 30, 2008 shall take effect July 1, 2007, and shall continue in full force and effect without change through June 30, 2011.

ARTICLE II ASSOCIATION/INDIVIDUAL RIGHTS AND PRIVILEGES

I. Use of Buildings and Equipment

The Association and its representatives shall have the privilege of using prescribed areas of school buildings at reasonable hours for meetings on days when schools are in session. The principal of the building will be notified in advance of the time and place of all such meetings. At any other time, the use of the buildings shall be arranged through the office of the superintendent. These meetings shall not conflict with other scheduled use of school buildings nor shall such meetings interfere with the normal and regular duties of employees of the Board.

The Association and its representatives shall have the use of (i.e., telephone, computers, copying machines, bulletin boards) at reasonable hours during the school day.

II. Association Meeting Dates

A. General Meetings

1. Time after school shall be granted for Association general meetings on a monthly basis. No other meetings will be scheduled at that time. District meetings shall be held on the first, second and fourth Mondays of each month, and Association meetings shall normally be held on the third Monday. On Association meeting days, all officers and members may leave their buildings 10 minutes after student dismissal time to attend the meetings. Attendance at such meetings shall be the sole responsibility of the party calling the meeting.

2. Support Staff Attendance: Support staff shall be eligible to attend these meetings so long as the following coverage is provided:

- a. Elementary: one secretary in each building;
- b. High school and middle schools: one secretary in the guidance office and one secretary in the general office;
- c. Central Office: a total of four (4) secretaries, one in each of the following offices: Superintendent/Business Administrator, Assistant Superintendents, and coverage of the reception desk.
- d. In an emergent situation where the administration determines that service is required, it is understood and agreed that the administration's authority to assign is retained.

B. For those months where a holiday or vacation interferes with the normal Association meeting date, an alternate date will be scheduled.

III. Presidential/Association Release Time

The president of the Association shall be guaranteed release time to conduct Association business, in addition to preparation time, equal to 40 minutes per school day. The schedule of release time will be determined by mutual agreement between the president and proper administrative representatives.

Additionally, the Board agrees to provide release time to an Association designee. When possible, this release time shall be two (2) consecutive periods twice weekly for a total of four periods per week. The release time will be mutually agreed upon and will be structured from the

normal service and/or on call periods of the designee, although one of the two periods may be utilized for supervisory responsibilities should an emergency exist in the building. For the duration of the Agreement, the designee shall be the negotiations chair-person.

The Association may request, in writing through the Superintendent, approval by the Board of Education, of up to a total of ten (10) days of release time each year for members of the Association.

IV. Standing Committee Meetings

All members and officers serving on Association Standing Committees shall have the right to leave their building in time for the meeting to convene at 3:20 P.M. Standing committees are Representative Council, Superintendent/LEA Liaison, Professional Rights and Responsibilities (Grievance), Negotiations, and Instruction and Professional Development.

V. Use Of Mail Boxes/Inter-District Mail

The Association shall have reasonable use of school mail boxes and inter-district mail without prior restraint for purposes of keeping its membership informed of Association activities.

VI. Notice of Vacancy and Promotions

A. The Association president, the negotiations chairperson and grievance chairperson will be notified, in writing, by the superintendent or his designee of all vacancies, promotional openings, extra stipend vacancies, and newly created positions that occur in the staff along with any qualifications and/or job descriptions that have been written for the position. The

Association president will also be notified when and by whom the position is filled.

B. Should a vacancy or promotional opportunity occur during July or August, those employees who have placed on file a request for notification will be so notified. Requests for notification must be submitted to the superintendent by the employees prior to June 30th. Employees will be notified at their summer addresses.

VII. Office Space

The Association shall be entitled to rent at a yearly rate of \$1.00, adequate office space in a building, at a location and of a description to be mutually agreed upon. The Association shall be allowed to install telephone equipment in such offices at its own expense.

VIII. New Positions

In the event that new positions are created and approved by the Board subsequent to the completion of negotiations, or changes in a position occur during the year, the Association shall have the right to negotiate the terms and conditions of employment and compensation for said position(s) with the Board. Such negotiations will be initiated at the Superintendent - LEA Liaison meeting. All such items will be discussed with the LEA negotiations team and the terms and conditions of employment with respect to the position will be resolved as quickly as possible.

IX. Staff Manual

The Association shall provide 2 of its members to assist in the review of the district staff manual. If possible, these revisions will be made during the school year.

X. Communications

Pursuant to agreement between the superintendent and the Association, documents generated by the central office which pertain to the Association and its membership shall be provided to the following designated Association officials: President, Vice President, Recording Secretary, Membership Chairperson, Negotiations Chairperson and Professional Rights and Responsibilities (Grievance) Chairperson.

XI. Conferences

A. Superintendent - LEA Liaison

1. Purpose

The purpose of this conference is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated contract and written policies.

2. Procedure

- a. Meetings shall be scheduled on a regular monthly basis with the date to be determined by the LEA president and the superintendent. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.
- b. Written agendas shall be prepared and distributed at least one day prior to the meeting and will contain items submitted by both sides. All items on the agenda will be discussed.
- c. Membership attending these meetings shall be comprised of no more than six representatives as designated by the LEA president and no more than six representatives as designated by the superintendent.

B. Conference with Board

1. Purpose

The purpose of these conferences is to share ideas, discuss plans, exchange information, or express mutual concerns and thus provide direct liaison between the Association and the Board.

2. Meetings

- a. Two (2) meetings per year shall be scheduled in advance when the Board meeting calendar is established. One (1) meeting shall be scheduled for October and one (1) for May. A written agenda shall be prepared. This agenda will be adhered to at the meeting and will contain items submitted by both sides through the Superintendent's office no later than ten (10) school days prior to the meeting. Every effort will be made to discuss all items on the agenda. Background or supportive materials may be attached to the agenda by either party. Scheduled meetings may be canceled by mutual agreement between the Board and the Association when it appears that there are no substantive issues for an agenda.
- b. Additional meetings may be scheduled based upon mutual agreement between the parties as a result of the written request of one (1) of the parties for such a meeting. These additional meetings may be requested if the Association or the Board believes that issues have not been alleviated through the LEA/Superintendent Liaison. A written request from the Association will be forwarded to the Board of Education LEA Liaison who will determine with the

- Association President and the Superintendent if a conference with the Board should be scheduled for the purpose of clarifying the positions of the parties.
- c. These Board conferences shall in no way deny an individual's right to process a grievance.
 - d. These conferences shall in no way be construed as a part of the negotiations procedure.
 - e. The Board may render a response at the conference or the Board may respond to the issues presented at a conference in writing to the LEA president within ten (10) working days after the conference.
 - f. It is understood that the Board response is not grievable by the Association.
 - g. A copy of the minutes of these meetings shall be provided to LEA.

ARTICLE III EMPLOYEE RIGHTS/REPRESENTATION

I. Representation Fee

The Board and the Association agree that the Association is authorized to collect a representation fee from nonmembers, equal to 85% of the annual Association dues, through automatic payroll deduction.

II. Demand and Return System

The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes and will result in the appropriate membership and representation fees being forwarded to the Association.

III. Save Harmless

The Association indemnifies and holds the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with these provisions.

IV. Notice of Claims

The Board agrees to give the Association timely notice in writing of any claim, demand, suit or other form of liability filed in regard to the implementation of the representation fee.

V. Defense of Claims

If the Association so requests, in writing, the Board will surrender to it the full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Association in the preparation of said defense.

VI. Defense Monitoring

The Board may monitor the defense by the Association.

VII. Rights to Representation

Whenever any employee is required to appear before any administrator or supervisor, board or any committee or member thereof concerning an administrative recommendation, or warning of a forthcoming administrative recommendation, for non-renewal of a contract or increment withholding, he/she shall be given prior notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the

Association present to advise him/her and represent him/her during such meeting or interview. Whenever an employee intends to have representation at any meeting referred to above, or an administrator intends to have a second administrator present at any such meeting, the teacher or administrator respectively, shall advise the other of his/her intention in advance of the scheduled meeting. These meetings shall be scheduled at a mutually agreeable time. Any suspension of an employee shall be instituted in accordance with law.

ARTICLE IV GRIEVANCE PROCEDURE

I. Statement of Purpose

An employee is encouraged to resolve his/her grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

II. Definition of Terms

A. Grievance: A grievance shall mean a complaint by an employee that there has been an alleged misinterpretation, misapplication or violation of any of the provisions of the contract of which this grievance procedure is part of any policy or administrative decision.

B. Employee: The term employee shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes,

nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school.

C. Exclusions: The term grievance shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein (2) the Board is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

III. General Principles

A. No employee participating in the grievance procedure outlined herein, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his/her employment by reason of participation in a grievance procedure.

B. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board.

C. The aggrieved shall have the right to be represented at all stages of the procedure, by himself/herself, by 2 officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given 3 days in advance.

D. Stipulated times provided for the grievance procedure are intended as outer limits to be strictly adhered to, except in cases of closing of school or

extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.

E. This procedure generally provides for 3 stages of action, and in case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a member of the same collective bargaining unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure as outlined herein.

F. This grievance procedure and the administration of it shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration of it in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.

G. Determinations at the Stage II level may be made by the superintendent of schools or his/her designee.

H. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

IV. Stage I

A. An employee having a grievance shall present it in the first instance in writing to his/her immediate superior within 30 school days after the occurrence of or his/her awareness of the event or events giving rise to the grievance.

B. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his/her determination within 5 working days from the date of this original presentation of the grievance. The determination will be in writing.

V. Stage II

A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he/she shall file a written petition with the superintendent. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he/she shall deliver a copy of his/her petition to the administrator who made the determination at the Stage I level. Failure to petition within the 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

B. The petition to be filed shall contain at least the following:

1. A brief description of the grievance and the essential facts relating to the grievance, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged to have misinterpreted, misapplied or violated.
2. The dates upon which the aggrieved first commenced Stage I proceedings and received

- notice of the Stage I determination.
3. The aggrieved's understanding of the Stage I determination.
 4. A description of the action requested to be taken or of the relief requested to be granted by the superintendent.
 5. The signature of the aggrieved shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated.

C. Upon receipt of the petition, the superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his/her understanding of the following:

1. The nature of the grievance and the essential facts relating to it and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
2. The dates upon which the Stage I proceeding was commenced and then determined.
3. The determination made at Stage I and the reasons for it.
4. The signature of the Stage I superior shall constitute a representation that the determination made by him/her was arrived at after hearing all pertinent statements in the matter.

D. Both the petition and the Stage I supervisor's answer shall be made available to the parties concerned.

E. Utilizing the petition and the Stage I supervisor's answer and all other information and data, the superintendent or his/her designee shall then proceed to determine the matter, and he/she shall advise the parties of his/her determination within 15 working days from

the date upon which the petition was first filed with him/her. His/her determination shall be in written form.

F. In an effort to expedite the process involving an Association grievance at stage II, two representatives of the superintendent's office, two representatives of the Association and the superintendent will hold an informal hearing on the merits of the grievance, receive information from the parties involved and attempt to resolve the grievance to the satisfaction of all parties.

Alternates will be selected and used in situations where the appointed members of this committee are directly involved in the situation being grieved.

This group will act in an advisory capacity to the superintendent with the final determination made by the superintendent.

VI. Stage III

A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he/she shall file a petition to the Board within 10 working days from the receipt of notification of the Stage II determination, and he/she shall subsequently deliver a copy of the petition to the secretary of the Board. Failure to file a petition to the Board within 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

B. The Board petition to be filed with the Board secretary shall contain at least the following:

1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board secretary.
2. The date upon which the aggrieved was

- informed of the Stage II determination.
3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
 4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
 5. The signature of the aggrieved shall constitute a certification of the above delineated items.

C. Promptly after the filing of the petition, the superintendent shall prepare a full and complete written report of his/her findings and determination made at the Stage II level, if one has not been previously prepared, and he/she shall file the findings with the Board and deliver a copy to the aggrieved.

D. Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 15 working days from the date of the filing of all papers or, in the case of a scheduled hearing, within 15 working days from the conclusion of the hearing.

E. Initially, the Board's determination may be rendered orally; finally, the determination must be rendered in writing to the parties involved.

ARTICLE V TEACHING STAFF MEMBERS

I. Mentoring

Each novice teacher will be assigned a mentor by the district. A teacher serving as a mentor will be paid, by the novice teacher, the yearly amount designated by the State of New Jersey for each full year, or a pro-rated fraction for less than a year, in which he/she serves as a mentor.

As soon as the district is aware of its needs, mentoring positions will be posted in the building or department where the mentor is required. No teacher shall be assigned to serve as a mentor if there are qualified volunteers available with the expertise in the particular subject or specialty area. The superintendent shall make recommendations to the Board of Education for the approval of mentors. Mentors shall attend a mentoring in-service program as mandated by the State.

No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.

The mentor shall be required to serve no more than eighteen (18) hours of time beyond the normal school day to complete the mentoring process.

II. Continuing Education

The Board of Education will continue to make every effort to provide sufficient opportunities through workshops, conferences, staff development training and in-service courses to meet the necessary allotment for the employees' attainment of the one-hundred (100) hour requirement. These opportunities will be available either during the normal school day or after school at

faculty and/or department meeting or formal staff development in-service courses. Hours earned during the normal school day or at faculty and/or department meetings will only count for continuing education credits and not toward advancement on the salary guide.

All in-service courses will qualify for continuing education credits as approved by the P.T.S.B. and in accordance with each employee's P.I.P. as well as for credit toward advancement of the salary guide as provided in the district course catalogue. All college courses will qualify for continuing education credits as approved by the P. T. S. B. and in accordance with each employee's P.I. P. as well as towards advancement on the salary guide. The Board will continue to reimburse for college courses and pay for any pre-approved out of district workshops, seminars, or conferences (registration fees, transportation, etc.) even though these may count as continuing education credit. The association and administration will develop a method for maintaining and verifying credit hours earned.

III. Teaching Staff Work Day/Year

The school calendar will consist of no more than 183 days for certificated teaching staff, teaching assistants, individual student assistants and early arrival aides.

Teaching staff member work days shall consist of not more than the noted number of hours and minutes and be inclusive of a duty-free lunch:

Elementary:	6 hours and 55 minutes
Middle School:	7 hours and 15 minutes
High School:	7 hours and 15 minutes

IV. Guaranteed Prep Time

Each teacher will have guaranteed preparation time according to the following schedule:

- A. Elementary - four (4) forty (40) minute preparation periods each week and one (1) additional forty (40) minute preparation period each week to be assigned by the principal and designated as common planning time for grade level team planning and grade level meetings. This time will be provided during special area instruction time with no more than one (1) period per day if possible (art, music, physical education, media).
- B. Elementary specialists (art, music, physical education, & world language teachers) shall be assigned as follows:
 - On days that they travel between buildings - five (5) teaching periods
 - On days that they are assigned to the same building - up to six (6) teaching periods
 - ESL teachers are not considered specialists for the purposes of this section.
- C. Secondary - five (5) unassigned preparation periods each week.
- D. Each high school teaching staff member shall have one (1) on-call period, one (1) preparation period and one (1) lunch period per day. The on-call period is a duty-free period to be utilized only in an emergency* situation. (*An emergency shall be defined as a situation where

an assignment, meeting or duty does not occur on a routine basis.) It is agreed that in the event LHS is returned to an eight (8) period day, the LEA reserves the right to bargain the impact of more than a five (5) minute change in each period.

- E. Principals and supervisors may conduct meetings during a common planning period. No scheduled meetings should be held during a teacher's preparation period or lunch. A teacher's preparation period may be used for conferences involving observations or evaluations when mutually agreed between the teacher and principal/supervisor.

V. Lost Prep Time

Whenever a preparation time is lost because of an administrative assignment or assignment to district committee service, compensatory time will be granted.

A. Compensatory Time Options

1. Sign out at student dismissal time.
2. Late sign in if teacher's schedule permits.

B. Teacher Coverage

A teacher asked to provide coverage of another teacher's assignment during his/her preparation period will be reimbursed at the rate of forty dollars (\$40.00). This assignment can be applied only to daily needs and cannot be utilized for long term absences. The teacher asked to provide coverage will be informed of the coverage as soon as the building administrator is aware of the need to cover.

If there is no other way to provide coverage and an opportunity exists at the secondary level for the building

administrator to switch a service/duty period and preparation period on the same day in order to accomplish the coverage this will be allowed without payment necessary. If there is no other way to provide coverage and an opportunity exists at the elementary level for the building administrator to replace the preparation period with an equivalent preparation period within the same week in order to balance the coverage this will be allowed without payment necessary. The building administrator will submit a list of individuals entitled to payment to the Payroll Department on the appropriate form on the 15th and the last day of each month.

Implementation of compensatory time will be at the mutual convenience of the teacher and principal/supervisor.

VI. Duty-Free Lunch

All teachers will be guaranteed a duty-free lunch period. In the event the duty-free lunch is taken away, compensatory time as described in Article V, Section V, A 1 & 2 and B will apply.

VII. Lunch Coverage (Elementary)

A. Purpose

The Board agrees to budget funds for the duration of the agreement for the purpose of recruiting and hiring at least one playground aide for each elementary school. It is the objective of the Board, consistent with the welfare and safety of the children of the school district, to provide every elementary school teacher with a full lunch period free from playground supervision duties.

B. Emergency Duty

In those emergent situations and in those cases wherein the administrative staff determines that the assignment of a teacher to lunch time playground supervision duty is required for the safety and welfare of the children, it is understood and agreed that the administrative staff's authority to assign is retained.

ARTICLE VI OBSERVATIONS AND EVALUATIONS

Observations and evaluations are completed in accordance with the district's Evaluation Framework for Professional Practice.

I. Definitions and Procedures

A. A **formal observation** is a process in which a pre-conference, observation and post-conference occurs with a certified administrator/supervisor (hereafter referred to as the "observer") and a certified staff member, followed by a written Observation Report. A formal observation shall be conducted for a minimum duration of one class period in a secondary school and for one complete subject lesson in an elementary school*. The observer and certified staff member will schedule a pre-conference prior to the day of the observation and will post-conference within ten (10) working days of the observation. The observer will provide a written report to the certified staff member within fifteen (15) working days of the post-conference. The certified staff member shall sign the report indicating having seen and read the final report, but not necessarily his/her agreement. If the certified staff member wishes to submit additional comments to the observation report, he/she may do so within ten (10) working days. All comments will be attached to the observation report in the certified staff member's personnel file.

**For certified staff members who function outside of the classroom, the "full class period" definition shall not apply.*

In lieu of a formal observation, a tenured certified staff member may request, and with concurrence from their building principal and appropriate content area supervisor be approved to submit a **Portfolio**. A portfolio is an ongoing record of a certified staff member's work. Portfolio items should be thoughtfully selected to show evidence of personal and professional growth attained over an extended period. Requests to submit portfolios shall be made to the certified staff member's Building Principal and appropriate Content Area Supervisor (hereafter referred to as the Portfolio Assessment Team) by October 15th. All completed portfolios shall be submitted to the Portfolio Assessment Team no later than April 30th for review and evaluation. A Portfolio Evaluation Conference shall be scheduled within twenty (20) working days of submission. The Portfolio Assessment Team will provide a written report to the certified staff member within fifteen (15) working days of the conference.

B. Coaching is a collaborative process between a certified staff member and a certified administrator/supervisor (hereafter referred to as the "coach") for the purpose of providing professional growth and development in an area to be identified by the certified staff member. Coaching will include a conference between the coach and the certified staff member. Other than documentation that coaching occurred, no written notes or reports will be maintained of the coaching experience. Coaching will not be made a part of any formal observation or evaluation report. The intent of the coaching experience is to enhance the certified staff member's professional growth and development in an atmosphere of trust and partnership between the coach and certified staff member.

C. An **informal observation** is an observation which may last less than a full class period and does not require prior notification of the visit by the observer. After the informal observation, a brief memo may be written by the observer to the certified staff member to document the observation. Any written documentation produced will be placed in the certified staff member's **personnel file**.

D. A **formal evaluation** is a summary of the certified staff member's performance during the course of a school year. First year non-tenured certified staff members will receive a mid-year and final Evaluation Report. All other certified staff members will receive one (1) final Evaluation Report which will be conducted in accordance with the district's published observation/evaluation schedule. The evaluation process shall include a conference between the evaluator and the certified staff member to discuss the Evaluation Report. A final Evaluation Report shall be provided to the certified staff member within fifteen (15) working days of the conference and a copy shall be sent to the Board Office for placement into the certified staff member's personnel file.

Written Observation and Evaluation Reports and Coaching Notifications shall be maintained in the certified staff member's personnel file in the Board Office. Additional materials to be placed in a certified staff member's personnel file must be seen and initialed by the certified staff member or be designated on the face, "copy to the personnel file."

II. Schedules

A. Non-Tenured Certified Staff Members

Year 1

Formal Observations

Each first year certified staff member shall receive a minimum of two (2) formal observations by the end of November and a third by the end of February. In lieu of a fourth formal observation, an informal observation or coaching may take place before June 15th.

Evaluations

Each first year certified staff member shall receive two (2) formal evaluations. The first shall be completed by December 15th and the final by April 15th.

Department of Education evaluative forms may be completed using information gathered through the district's observation and evaluation process.

Years 2 and 3

Formal Observations

Each second and third year certified staff member shall receive a minimum of two (2) formal observations; one (1) by the end of November and one (1) by the end of February. In lieu of a third formal observation, an informal observation or coaching may take place before June 15th.

Evaluations

Each second and third year certified staff member shall receive one (1) formal evaluation to be completed by April 15th.

B. Tenured Certified Staff Members

All tenured certified staff members will have a minimum of one (1) formal observation and one (1) coaching

experience. In addition, all tenured certified staff members shall receive one (1) formal evaluation, which shall be completed no later than June 15th.

III. Renewal of Employment

Whenever possible, all certified staff members must be notified of their salary and status for the following year by May 15th.

IV. Professional Intervention

If it is determined that a non-tenured certified staff member's performance is unsatisfactory a warning will be issued by the superintendent by January 15th. All individuals issued a warning will be given a minimum of sixty (60) calendar days to correct the concerns identified. At the end of the sixty (60) day period, the warning status may be removed or the individual may be placed on a **Corrective Action Plan** for the following year.

After January 15th, if it is determined that a non-tenured certified staff member's performance warrants a letter from the superintendent, it may be issued. If a letter is issued by the superintendent to a non-tenured certified staff member with less than sixty (60) calendar days to correct his/her performance prior to May 15th, the district may take action regarding a non-tenured certified staff member's employment.

In unusual cases, where it is determined that *any* certified staff member's aberrant behavior warrants immediate action, all warning periods may be eliminated.

If performance issues exist for a tenured certified staff member, he/she may be subject to additional

professional interventions, including, but not limited to additional formal and informal observations and a Corrective Action Plan. A certified staff member may be subject to professional interventions at any point within the year.

If a certified staff member is placed on a Corrective Action Plan, a Corrective Action Team (CAT) will be assembled to design a plan. The CAT will be comprised of a minimum of three (3) of the following individuals:

1. A Principal;
2. An Assistant Principal;
3. A Content Area Supervisor;
4. A Central Office Administrator.

The certified staff member will have access to an LEA representative during all phases of the plan.

The Corrective Action Plan will specify steps necessary to improve professional performance and a timeline for accomplishment of the plan's components. The plan must include at least the following:

1. The identification of the area(s) to be improved;
2. The goals and objectives to be accomplished;
3. The criteria to assess the achievement of the goals;
4. The recommended methods to follow and the available resources necessary for the staff member to use in attempting to achieve the recommended goals;
5. The assistance that will be provided by the CAT;
6. The recommended time schedule that will be followed in implementing the plan.

If a certified staff member successfully achieves the goals of his/her Corrective Action Plan, the CAT may recommend removal of the Corrective Action Plan for the following year. Failure on the part of the certified staff member to make adequate progress toward

achieving the goals of the Corrective Action Plan may result in the CAT recommending renewal of the Corrective Action Plan, the withholding of an increment, raise, or in the case of a non-tenured certified staff member, the non-renewal of a contract.

V. Increment/Guide Raise

It shall be understood that the increment/guide raise is not automatic. In addition to a pattern of unsatisfactory performance of classroom and/or school responsibilities as substantiated by evaluations and failure to meet adequate progress of a Corrective Action Plan, an increment may also be withheld for the following reasons:

1. Violations of law, Board of Education policies and/or school district rules and regulations;
2. A record of an excessive and unusual pattern of attendance that undermines the effectiveness and reliability of the certified staff member.
3. For inefficiency or other good cause pursuant to N.J.S.A. 18A:29-14.

After an increment has been withheld, dependent upon the improvement made during that year, a certified staff member may be returned to the proper step on the salary guide according to his/her training and experience the following year, continue to receive no increment/guide raise and continue on the Corrective Action Plan or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

**ARTICLE VII
TEACHING STAFF MEMBER SALARIES**

I. Increments

A. Placement on the salary guide shall take into consideration each individual's training level and years of experience as determined by the Superintendent or his/her designee.

B. All advancement on the salary guide, including annual increments and raises as set forth in the guide(s) now in effect, or as may otherwise be adopted by the Board, shall not be considered automatic.

C. Advancement on any column shall require satisfactory evaluations by the superintendent and those charged with supervisory responsibility and approval by the Board.

D. Such vertical advancement is not to exceed 1 full step per year.

E. An employee hired prior to March 1 will move to the next yearly step on the salary guide as of September 1 of the following calendar year.

F. If an increment/guide raise is withheld, a program of assistance shall be planned and implemented to help the individual.

1. Periodic evaluations shall be made to determine the level of improvement.
2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a teacher may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or

any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

II. Advancement

A. The teacher's salary guide provides for seven levels of professional training:

1. B Bachelor's Degree
2. B+16 Bachelor's Degree+16 approved credits
3. B+32 Bachelor's Degree+32 approved credits
4. M Master's Degree
5. M+16 Master's Degree+16 approved credits
6. M+32 Master's Degree+32 approved credits
7. D Doctorate Degree

B. In the entire range of credits given for work beyond the Bachelor's Degree, from levels 2 through 7 above, only six (6) undergraduate credits may be applied.

1. All credits must be approved in advance, and in writing, by the superintendent or his/her designee, with a copy in the teacher's folder.
2. Courses already taken will be evaluated by the superintendent or his/her designee for consideration toward advancement on the salary schedule.

C. Advancement on the salary schedule will be effective September 1st of the contract year for courses completed by the end of the previous summer, and February 1st for courses completed during the fall of the contract year.

III. Lateral Movement

A. Lateral moves will be effective September 1 and/or February 1.

B. Upon attainment of a Master's degree, advanced credits completed before the Master's and not a part of the Master's program, will be credited as advanced credits beyond the Master's.

C. Procedure

1. Written notification of an anticipated salary level change shall be directed to the superintendent stating current and future level.
2. In order to ensure proper budgeting, notification must be submitted by November 1st in the school year prior to the contemplated change. At the time of notification, a copy of all transcripts to date should be on file. If notification is not possible by November 1st, it shall be made as soon thereafter as is practicable.
3. Prior to a lateral move being approved by the Board, the employee and the manager of human resources will review the employee's credit status.
4. Proof of attainment of a higher salary status must be submitted to the superintendent or his/her designee before October 1 to be retroactive to September 1, and prior to January 31 to be effective February 1.
5. If for any reason this procedure cannot be followed, a request for an extension of time should be sent in writing to the manager of human resources.

IV. Stipends

A. The Board agrees to compensate teachers for extracurricular activities in accordance with Article XX (Stipend Schedules).

B. In the event it becomes necessary to hire inexperienced persons in the following positions (high school varsity head coaches, high school all-school production director, and high school band director), the Board may elect to pay, for the first year, the stipend found in the previous year's agreement. If this person continues in the position for the following year, the stipend paid will be according to the appropriate year's agreement.

C. Any change in a stipend must be negotiated.

V. Longevity

Longevity payments are as follows:

Years of Service in District	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
15 Years	\$1,900	\$2,100	\$2,250	\$2,340
20 Years	\$3,050	\$3,250	\$3,400	\$3,490
25 Years	\$4,040	\$4,250	\$4,450	\$4,540
30 Years	\$4,785	\$5,000	\$5,200	\$5,290

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

25 years means an employee must have an aggregate of

25 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

If an employee was hired by December 31st of a contractual year they will receive full credit for that year.

It is understood that longevity payments, made pursuant to this section, are non-cumulative.

VI. Teacher Salary Guides

Step	<u>2007-2008</u>						
	BA	BA+16	BA+32	MA	MA+16	MA+32	Doc
1	43,028	44,528	46,528	48,928	51,828	54,981	57,818
2	43,228	44,728	46,728	49,128	52,028	55,181	58,018
3	44,137	45,637	47,637	50,037	52,937	56,090	58,927
4	45,804	47,304	49,304	51,704	54,604	57,757	60,594
5	47,773	49,273	51,273	53,673	56,573	59,726	62,563
6	50,046	51,546	53,546	55,946	58,846	61,999	64,836
7	52,672	54,172	56,172	58,572	61,472	64,625	67,462
8	55,651	57,151	59,151	61,551	64,451	67,604	70,441
9	58,984	60,484	62,484	64,884	67,784	70,937	73,774
10	62,671	64,171	66,171	68,571	71,471	74,624	77,461
11	66,711	68,211	70,211	72,611	75,511	78,664	81,501
12	71,205	72,705	74,705	77,105	80,005	83,158	85,995
13	77,060	78,560	80,560	82,960	85,860	89,013	91,850
14	77,060	78,560	80,560	82,960	85,860	94,935	97,735

Step	<u>2008-2009</u>						
	BA	BA+16	BA+32	MA	MA+16	MA+32	Doc
1	44,117	45,717	47,817	50,317	53,317	56,190	59,055
2	44,317	45,917	48,017	50,517	53,517	56,390	59,255
3	44,517	46,117	48,217	50,717	53,717	56,590	59,455
4	46,197	47,797	49,897	52,397	55,397	58,270	61,135
5	48,184	49,784	51,884	54,384	57,384	60,257	63,122
6	50,476	52,076	54,176	56,676	59,676	62,549	65,414
7	53,124	54,724	56,824	59,324	62,324	65,197	68,062
8	56,130	57,730	59,830	62,330	65,330	68,203	71,068
9	59,491	61,091	63,191	65,691	68,691	71,564	74,429
10	63,209	64,809	66,909	69,409	72,409	75,282	78,147
11	67,284	68,884	70,984	73,484	76,484	79,357	82,222
12	71,817	73,417	75,517	78,017	81,017	83,890	86,755
13	78,460	80,060	82,160	84,660	87,660	90,533	93,398
14	78,460	80,060	82,160	84,660	87,660	96,935	99,735

<u>2009-2010</u>							
Step	BA	BA+16	BA+32	MA	MA+16	MA+32	Doc
1	45,893	47,593	49,793	52,393	55,493	58,026	60,906
2	46,093	47,793	49,993	52,593	55,693	58,226	61,106
3	46,293	47,993	50,193	52,793	55,893	58,426	61,306
4	46,493	48,193	50,393	52,993	56,093	58,626	61,506
5	48,492	50,192	52,392	54,992	58,092	60,625	63,505
6	50,799	52,499	54,699	57,299	60,399	62,932	65,812
7	53,464	55,164	57,364	59,964	63,064	65,597	68,477
8	56,489	58,189	60,389	62,989	66,089	68,622	71,502
9	59,872	61,572	63,772	66,372	69,472	72,005	74,885
10	63,614	65,314	67,514	70,114	73,214	75,747	78,627
11	67,715	69,415	71,615	74,215	77,315	79,848	82,728
12	72,277	73,977	76,177	78,777	81,877	84,410	87,290
13	79,860	81,560	83,760	86,360	89,460	91,993	94,873
14	79,860	81,560	83,760	86,360	89,460	98,935	101,735

<u>2010-2011</u>							
Step	BA	BA+16	BA+32	MA	MA+16	MA+32	Doc
1	50,232	52,032	54,332	57,032	60,332	62,486	65,395
2	50,432	52,232	54,532	57,232	60,532	62,686	65,595
3	50,632	52,432	54,732	57,432	60,732	62,886	65,795
4	50,832	52,632	54,932	57,632	60,932	63,086	65,995
5	51,032	52,832	55,132	57,832	61,132	63,286	66,195
6	51,232	53,032	55,332	58,032	61,332	63,486	66,395
7	53,922	55,722	58,022	60,722	64,022	66,176	69,085
8	56,975	58,775	61,075	63,775	67,075	69,229	72,138
9	60,391	62,191	64,491	67,191	70,491	72,645	75,554
10	64,168	65,968	68,268	70,968	74,268	76,422	79,331
11	68,308	70,108	72,408	75,108	78,408	80,562	83,471
12	72,914	74,714	77,014	79,714	83,014	85,168	88,077
13	81,210	83,010	85,310	88,010	91,310	93,464	96,373
14	81,210	83,010	85,310	88,010	91,310	100,935	103,735

**ARTICLE VIII
SUPPORT STAFF**

I. Full Vacation Rights/Support Staff

A. 10-Month Employees

1. Ten (10) month employees shall have a work year of one hundred eighty-eight (188) days, including LHS security personnel and the LHS media computer specialist.
2. Ten (10) month employees shall work the published teachers' school calendar between September 1 and June 30.
3. Additional days may be scheduled by the administration, either before or after the teachers' school calendar, to meet the one hundred eighty-eight (188) day work year.
4. Workdays required outside the September 1 to June 30 time frame needed to complete the one hundred eighty-eight (188) day work year shall be mutually scheduled by the staff member and his/her immediate supervisor.
5. Weather related and emergency closings shall not reduce the required one hundred eighty-eight (188) day work year.
6. Any support staff member presently employed on a 10 month basis who moves to a 12 month position will receive full vacation rights based upon years of service in the district; for example, a support staff member employed for 12 years in a 10 month position will be credited with 12 full years of employment when reckoning vacation time.

B. 12-Month Employees

1. Contractual Year:
The contractual year for these employees is July 1 - June 30.

2. Vacation Schedule:

If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.

In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fourteenth year of employment -- 3 weeks; in the fifteenth year and ensuing years -- 4 weeks.

Vacation Notice

Up to five (5) vacation days can be used as non-consecutive individual days with forty-eight (48) hour notice to the supervisor except in an emergency situation. The remaining vacation should be mutually arranged with the supervisor at least two (2) weeks in advance of the vacation.

3. Holidays:

Twelve month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (partial day on Wednesday and full days on Thursday and Friday), Christmas (December 24th through December 26th), New Year's (December 31st through January 1st), Martin Luther King Day, President's Day, Good Friday, and Memorial Day. On the Wednesday prior to Thanksgiving Day, the work schedule shall be as follows for support staff:

F/T Secretarial Support Staff: 4 hours 50 minutes

P/T Secretarial Support Staff: 2 hours 25 minutes

5 hour early arrival aides: 3 hours

4. In-lieu of days

Four days additional vacation shall be granted in lieu of Columbus Day, Election Day, Veterans' Day, and Lincoln's Birthday. A fifth in-lieu of day for 12 month support staff and one in-lieu of day for 10 month support staff will be granted annually. The support staff should give 2 weeks' notice and the day should be mutually agreed upon by the secretary and the building administrator. If Martin Luther King Day and/or President's Day becomes a day when school is in session, additional in-lieu of days will be granted accordingly.

II. Unusual Dismissal Time

A. When the teaching staff has early dismissal, support staff may leave 20 minutes prior to the end of the workday.

B. On days when schools are closed early in case of inclement weather, all but one school building support staff member may leave at the same time as the teaching staff. When all pupils have left the building, the remaining support staff member shall, by the administrator's direction, advise the central office that the building has cleared of all pupils. That individual is then free to leave.

C. Central office support staff may leave at the same time as the teaching staff on inclement weather days unless a specific and absolutely necessary duty must be completed that day.

D. Whenever a support staff member is required to remain during inclement weather, she/he shall be granted compensatory time. This time will be mutually agreed upon.

III. Assignment of Additional Duties

Any support staff employee required to perform an additional assignment that results in work beyond the normal workday (i.e. 7 hours) shall be compensated at an overtime rate of one and one-half times (1.5x) their regular hourly rate of pay for all hours worked.

IV. Teacher/Individual Student Assistant Working Conditions

Full time Teaching Assistants and Individual Student Assistants will work the same hours as the teachers at their assigned level.

V. Breaks/Lunches

Time in the daily schedule will be arranged by mutual agreement at the building level to provide for a break and lunch.

VI. Workshops

The Board will make provisions for at least one workshop during the school year, if necessary, or if requested by either party.

VII. Evaluation Procedures

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by May 15. All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in advance. Employees

shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by one (1) primary evaluator. The name of the primary evaluator shall be given to each employee prior to any evaluation. The primary evaluator may draw upon other administrative sources for evaluation input.

A mid year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. A conference report will be compiled by the supervisor with a copy given to the employee within ten (10) working days. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

Current procedures shall remain in effect for the duration of the agreement; any changes in procedures shall be mutually agreed upon.

VIII. Fair Dismissal Clause (LIFO)

All aides, teacher assistants and individual student assistants in the district, after three years of employment and satisfactory service to the district as evidenced by

their evaluations, are entitled to a LIFO (last in first out) system of dismissal if there is a reduction in the number of aides in the district or when a position is no longer available. The LIFO system shall be applied to individuals within each specific category of employment unless the individual possesses highly specialized training or support necessary for a student's identified individual needs. Employees subject to lay-off under the LIFO system within their category of employment may be considered for openings in other categories of employment if qualified for that category.

ARTICLE IX SUPPORT STAFF SALARIES

I. Increments

A. Placement on the salary guide shall take into consideration each individual's training level and years of experience.

B. All advancement on the salary guide, including annual increments and raises as set forth in the guide(s) now in effect, or as may otherwise be adopted by the Board, shall not be considered automatic.

C. Advancement on any column shall require satisfactory evaluations by the superintendent and those charged with supervisory responsibility and approval by the Board.

D. Such vertical advancement is not to exceed 1 full step per year.

E. An employee hired prior to March 1 will move to the next yearly step on the salary guide as of July 1 (for twelve month employees) or September 1 (for ten month

employees) of the following calendar year.

F. If an increment/guide raise is withheld, during the year the agreement is in force, a program of assistance shall be planned and implemented to help the individual.

1. Periodic evaluations shall be made to determine the level of improvement.
2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a staff member may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

II. Stipends

The salary guides for support staff provide for additional stipends for advanced professional training. For all employees hired on or prior to June 30, 2007, for the completion of each set of eight approved credits, a stipend of \$425.00 will be added to the base salary for each set. For the attainment or possession of an AA degree or BA degree in a field related to the individuals' current position and approved in advance by the superintendent or his designee, an additional stipend of \$800.00 will be added to the base salary.

For all employees hired on or after July 1, 2007, payment of \$800.00 shall be made for possession of an AA Degree upon hire or upon attainment and payment of \$1,200.00 shall be made for possession of a BA/BS degree upon hire or upon attainment.

III. Longevity

Longevity payments are as follows:

Years of Service in District	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
15 Years	\$1,900	\$2,100	\$2,250	\$2,340
20 Years	\$3,050	\$3,250	\$3,400	\$3,490
25 Years	\$4,040	\$4,250	\$4,450	\$4,540
30 Years	\$4,785	\$5,000	\$5,200	\$5,290

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

If an employee was hired by December 31st of a contractual year, they will receive full credit for that year. It is understood that longevity payments, made pursuant to this section, are non-cumulative.

**Early Arrival aides are entitled to eighty-five (85%) percent of the stated longevity dollar amount.*

IV. Salary Guides

12-MONTH STAFF

Step	First Sec 12	2007-2008		Supp PT
		Admin 12	Office Support	
1	38,459	36,758	35,881	20,503
2	40,651	38,949	38,073	21,755
3	43,050	41,348	40,471	23,126
4	45,654	43,952	43,075	24,615
5	48,491	46,789	45,912	26,235
6	51,637	49,935	49,058	28,033
7	55,067	53,365	52,488	29,993
8	59,064	57,362	56,485	32,277

Step	First Sec 12	2008-2009		Supp PT
		Admin 12	Office Support	
1	39,694	37,937	37,032	21,161
2	41,956	40,200	39,295	22,454
3	44,432	42,675	41,770	23,869
4	47,120	45,363	44,458	25,405
5	50,047	48,291	47,386	27,077
6	53,294	51,538	50,633	28,933
7	56,834	55,078	54,173	30,956
8	60,960	59,203	58,298	33,313

2009-2010				
Step	First Sec	Admin	Office	Supp PT
	12	12	Support	
1	41,048	39,231	38,295	21,883
2	43,387	41,571	40,635	23,219
3	45,947	44,130	43,194	24,683
4	48,726	46,910	45,974	26,271
5	51,754	49,937	49,002	28,001
6	55,112	53,295	52,359	29,920
7	58,772	56,956	56,020	32,011
8	63,038	61,222	60,286	34,449

2010-2011				
Step	First Sec	Admin	Office	Supp PT
	12	12	Support	
1	42,525	40,643	39,674	22,671
2	44,949	43,067	42,098	24,055
3	47,601	45,719	44,749	25,571
4	50,481	48,599	47,629	27,217
5	53,617	51,735	50,766	29,009
6	57,096	55,214	54,244	30,997
7	60,888	59,006	58,037	33,164
8	65,308	63,426	62,456	35,689

10-MONTH STAFF

Step	2007-2008				
	First Sec 10	Admin 10	Off Support	Supp PT	Attendance Security
1	32,050	30,631	29,901	17,086	34,216
2	33,877	32,458	31,727	18,130	35,925
3	35,875	34,456	33,726	19,272	37,796
4	38,045	36,627	35,896	20,512	39,827
5	40,409	38,991	38,260	21,863	42,040
6	43,031	41,613	40,881	23,361	44,494
7	45,889	44,471	43,740	24,994	47,169
8	49,220	47,802	47,070	26,897	50,287

Step	2008-2009				
	First Sec 10	Admin 10	Off Support	Supp PT	Attendance Security
1	33,079	31,615	30,861	17,634	35,314
2	34,964	33,500	32,745	18,712	37,078
3	37,026	35,562	34,809	19,890	39,009
4	39,266	37,802	37,048	21,171	41,106
5	41,706	40,242	39,489	22,564	43,389
6	44,412	42,949	42,194	24,111	45,922
7	47,362	45,899	45,144	25,797	48,684
8	50,800	49,336	48,581	27,761	51,901

Step	2009-2010				Supp PT	Attendance Security
	First Sec 10	Admin 10	Off Support			
1	34,207	32,693	31,913		18,236	36,518
2	36,156	34,642	33,862		19,350	38,343
3	38,289	36,775	35,995		20,568	40,340
4	40,605	39,091	38,312		21,893	42,507
5	43,128	41,615	40,835		23,334	44,869
6	45,927	44,413	43,633		24,934	47,488
7	48,977	47,464	46,683		26,676	50,344
8	52,532	51,019	50,238		28,707	53,671

2010- 2011 Step	First Sec 10	Admin 10	Off Support	Supp PT	Attendance Security
1	35,438	33,870	33,062	18,892	37,833
2	37,458	35,890	35,081	20,046	39,723
3	39,667	38,099	37,291	21,309	41,792
4	42,067	40,499	39,691	22,681	44,038
5	44,681	43,113	42,305	24,174	46,484
6	47,580	46,012	45,203	25,831	49,198
7	50,741	49,172	48,364	27,637	52,156
8	54,423	52,855	52,047	29,741	55,603

Early Arrival Aides

	07-08	08-09	09-10	10-11
Step				
1	19,908	20,547	21,248	22,013
2	20,295	20,946	21,660	22,440
3	20,743	21,409	22,139	22,936
4	21,280	21,963	22,712	23,529
5	21,899	22,602	23,372	24,214
6	22,697	23,426	24,225	25,097

Teacher & Individual Student Assistants

Step	2007-2008	2008-2009	2009-2010	2010-2011
1	21,094	21,771	22,514	23,324
2	21,533	22,224	22,982	23,809
3	22,033	22,740	23,516	24,362
4	22,621	23,347	24,143	25,012
5	23,291	24,039	24,859	25,754
6	24,141	24,916	25,766	26,693

Occupational Therapist Salaries**Twelve Month**

Step	2007-2008	2008-2009	2009-2010	2010-2011
1	41,642	42,978	44,444	46,044
2	44,024	45,438	46,987	48,679
3	46,748	48,248	49,893	51,690
4	49,811	51,410	53,163	55,077
5	53,215	54,923	56,796	58,841
6	57,016	58,846	60,853	63,044
7	61,271	63,238	65,394	67,749
8	66,066	68,186	70,511	73,050

Ten Month

Step	2007-2008	2008-2009	2009-2010	2010-2011
1	37,856	39,071	40,404	41,858
2	40,022	41,307	42,715	44,253
3	42,498	43,862	45,358	46,991
4	45,283	46,736	48,330	50,070
5	48,377	49,930	51,633	53,492
6	51,833	53,497	55,321	57,313
7	55,701	57,489	59,449	61,590
8	60,059	61,987	64,101	66,408

**ARTICLE X
MAINTENANCE, CUSTODIAL AND BUS
DRIVERS**

**I. Job Security Clause/Maintenance and
Custodial Staff**

It is the intent of the Livingston Board of Education to employ all regular contractual employees in the maintenance, custodial, bus driver and van driver classifications for the duration of the contract, providing they have received satisfactory evaluations. This job security clause does not preclude the Board's right to reduce the work force due to declining enrollment, to dismiss an employee for just cause or other legally legitimate reason.

In the event of a reduction in force (RIF), seniority in the district as calculated from the first day of employment shall be considered as one of the criteria for determining the order of lay-off. Other relevant criteria considered shall be rules, regulations and administrative directives as well as the needs of the school district.

II. Employment Practices

A. A custodian who has been substituting in a higher paying position will receive the higher pay for the position after ten (10) consecutive days in the more responsible position, retroactive to the first day in that position.

B. No new employee shall work more than sixty (60) days in a probationary period without a contract.

C. Any employee hired prior to March 1 shall be credited with a year's service in the district. Employees hired after March 1 will not be advanced on the salary schedule for the next year.

D. Overtime shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the employees' regular hourly wage after forty (40) hours per week. If a vacation or holiday intervenes, the employee shall be given credit toward the forty-hour week for the vacation and/or holiday. Credit shall not be given for sick days or contingency days. Custodial overtime shall be offered based upon seniority and on a rotating basis within each work site. The rotation may be by-passed in an effort to equalize overtime assignments for all employees. Refusal of overtime hours offered shall count for equalization purposes as if the employee worked the overtime hours.

E. Employees working on holidays shall be paid their regular holiday pay plus the overtime rate of two (2) times their regular hourly rate of pay for all hours worked. The following days are to be considered holidays: July 4, Labor Day, Thanksgiving Holidays, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, and Memorial Day.

F. The Board shall post a notice of special project work to be done when school is closed (excluding emergency closings) for which employees may apply. The rate of pay shall be one and one-half ($1\frac{1}{2}$) times the employee's regular hourly wage.

G. The Board of Education will pay employees who have been certified to do limited asbestos removal, double time for removing asbestos. Double time is defined as two (2) times the regular hourly rate of pay.

H. Employees called back to work to service an alarm, shall be compensated for a minimum of two (2) hours of work.

III. Work Schedule

A. **Maintenance and Custodial Staff**

1. The normal daily shift shall be eight and one half (8 ½) hours with an unpaid one half (1/2) hour meal break and two (2) fifteen (15) minute breaks.
2. The Board will post all new and vacant positions. Assignments to shifts and schedules shall be at the discretion of the administration. In the event the administration needs to adjust custodial hours during the summer months to meet the needs of the district, the administration will consult with the affected employee(s), and take into consideration potential conflicts that are identified by the affected employee(s) with regard to the revised shift before making any final decisions.
3. Custodial/Maintenance employees currently in split shift positions will have the first right to apply for all posted positions.
4. Meal times and break times shall be mutually established by the administration and the custodial/maintenance staff to provide full coverage in all buildings. All breaks will be duty free except in the case of an emergency.
5. When school is dismissed for emergency reasons as determined by the administration, custodial and maintenance personnel shall work a five (5) hour day. Night custodians shall be called in early to fulfill their five (5) hour requirement. If night custodians are unable to fulfill the five (5) hour requirement, they shall be permitted to use

either a contingency or vacation day in order to receive a full day's compensation.

Any custodian or maintenance personnel who remain beyond the five (5) hours shall be compensated at their normal hourly rate plus one-half (1/2) their normal hourly rate for all hours worked beyond five (5) and up to eight (8) [total 1.5 time]. [For example: a night custodian is unable to report for five (5) hours of work and the day custodian is required to remain in order to prepare the building for closing.]

If any custodial or maintenance personnel are required to remain past their normal eight (8) hour work day, they shall be compensated at their normal hourly rate, plus their normal hourly rate for all hours worked beyond eight (8) [total 2.0 time].

In the event of a full day closing, custodial and maintenance personnel shall be required to report to work. If an employee opts not to report for work, they will be required to use a contingency or vacation day. Employees reporting for work shall be compensated at their normal hourly rate, plus half of their normal hourly rate for all hours worked beyond five (5) and up to eight (8) [total 1.5 time].

Custodial and maintenance personnel shall not be required to report to work on any day that the Governor has declared a "State of Emergency."

6. The assignment of maintenance employees to coverage for each separate absence of custodial employees shall be rotated. The rotation may be interrupted when specific maintenance services, i.e. plumbing or electrical, are needed.

B. Bus Drivers

Bus drivers shall report to work thirty (30) minutes prior to the first scheduled pick-up on the individual run. Report times may be adjusted by administration based upon emergent situations.

The normal daily shift for full-time, forty (40) hour bus drivers shall be eight and one half (8 ½) hours with an unpaid one half (1/2) hour meal break and two (2) fifteen (15) minute breaks.

II. Full Vacation Rights/Maintenance and Custodial Staff

A. Twelve - Month Employees

1. Vacation Schedule - If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.
2. In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fifteenth year of employment -- 3 weeks; in the sixteenth year and ensuing years -- 4 weeks.
3. Twelve month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (partial day on Wednesday and full days on Thursday and

Friday), Christmas (December 24th through December 26th), New Year's (December 31st through January 1st), Martin Luther King Day, President's Day, Good Friday, and Memorial Day.

On the Wednesday prior to Thanksgiving Day, the work schedule shall be as follows for Custodial/Maintenance*: 5 hours, no break, no lunch

*Custodial shift overlap is understood

4. Five days additional vacation shall be granted in-lieu of Columbus Day, Election Day, Veterans' Day, Lincoln's Birthday and one additional day. If Martin Luther King Day and/or President's Day becomes a day when school is in session additional in-lieu of days will be granted accordingly.

B. Vacation Notice

Up to five (5) vacation days can be used as non-consecutive individual days with forty-eight (48) hour notice to the supervisor except in an emergency situation. The remaining vacation should be mutually arranged with the supervisor at least two (2) weeks in advance of the vacation.

III. License Renewal

The Board of Education will pay for the renewal of all work related licenses held by maintenance personnel, custodians and bus drivers.

Custodial/Maintenance

Custodial employees are required to hold at least a black seal license. Custodial employees hired who do not hold such a license must obtain the same within eighteen (18) months of the initial date of hire. Failure to obtain such license within the specified time period shall be uncontestable grounds for termination of employment. Exceptions may be made to this requirement by the Superintendent or his/her designee for good and sufficient reasons as determined at the sole discretion of the Board.

Custodians presently employed as of July 1, 2007 who can demonstrate to the Superintendent or his/her designee a pre-existing disability or handicap which prevents them from obtaining a black seal license will be exempt from the requirements of having to obtain such license. The Board of Education reserves the right to transfer said individual(s) to a shift or facility wherein the black seal license is not required.

Bus Drivers

Bus drivers will be reimbursed for the cost of required fingerprinting upon submission of a receipt of payment to the Board.

IV. Uniforms

The Livingston Board of Education will furnish four (4) sets of uniforms annually. All custodians must wear their uniforms each day. All custodians will be issued raincoats. All items must be signed out when received.

The board shall provide each employee with a double insulated winter jacket every two (2) years. The Board shall provide one (1) set of foul weather gear in each building for the use of the head custodian and foul weather gear for maintenance personnel as necessary.

Employees shall be reimbursed up to two hundred (200) dollars annually for safety shoes when a receipt for the purchase is presented to the Board. Employees will assume all responsibility for having safe footwear. A store shall be designated where employees may charge the purchase to the Board.

Coveralls will be provided for all employees when necessary.

The Manager of Buildings and Grounds is responsible for insuring that each custodial and maintenance employee receives the aforementioned items.

V. Evaluation Procedures

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by March 15.

All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in advance.

Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is

an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by at least two (2) evaluators. Their names shall be given to each employee prior to any observation.

A mid-year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. A conference report will be compiled by the supervisor and a copy given to the employee within ten (10) working days. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

Current procedures shall remain in effect for the duration of the agreement; any changes in procedures shall be mutually agreed upon.

ARTICLE XI MAINTENANCE, CUSTODIAL AND BUS DRIVER SALARIES

I. Increments

A. Placement on the salary guide shall take into consideration each individual's training level and years of experience.

B. All advancement on the salary guide, including annual increments and raises as set forth in the guide(s) now in effect, or as may otherwise be adopted by the Board, shall not be considered automatic.

C. Advancement on any column shall require satisfactory evaluations by the superintendent and those charged with supervisory responsibility and approval by the Board.

D. Such vertical advancement is not to exceed 1 full step per year.

E. An employee hired prior to March 1 will move to the next yearly step on the salary guide as of July 1 (for twelve month employees) or September 1 (for ten month employees) of the following calendar year.

F. If an increment/guide raise is withheld, during the year the agreement is in force, a program of assistance shall be planned and implemented to help the individual.

1. Periodic evaluations shall be made to determine the level of improvement.
2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a staff member may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

II. Stipends

The salary schedules for maintenance and custodial employees provide for additional stipends for advanced

professional training. For all custodial and maintenance employees hired on or prior to June 30, 2007, for the completion of each set of eight approved credits, a stipend of \$425.00 will be added to the base salary for each set.

Additional differentials will be added to the base salary according to the following schedule:

	2007- 2008	2008- 2011
Night Custodian	\$888	\$950
Night Supervisor (includes differential)	\$1,202	\$1,300
Head – Elementary School	\$1,829	\$1,975
Head – Middle School	\$2,090	\$2,250
Head – High School	\$2,560	\$2,775
Possession of Black Seal License	\$575	\$625
Bus Mechanic (tool usage)	\$523	\$575
Possession of HVAC Certification	\$523	\$575
Possession of Electrician License	\$3,000	\$3,000

III. Salary Payments

1. Employees shall be paid in equal semi-monthly installments.
2. When a payday falls on a school or bank holiday, or during a vacation, employees will receive their pay check on the last previous day of work.
3. Employees shall receive their final June check and

the pay schedule for the following year on the last day of teacher attendance in June.

4. Employees working on the night shift shall receive their pay check one day earlier.

5. Employees will be informed about overtime dates, hours and payments. The hourly and overtime rates of pay will be printed as soon as possible.

IV. Longevity

Longevity payments are as follows:

Years of Service in District	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
15 Years	\$1,900	\$2,100	\$2,250	\$2,340
20 Years	\$3,050	\$3,250	\$3,400	\$3,490
25 Years	\$4,040	\$4,250	\$4,450	\$4,540
30 Years	\$4,785	\$5,000	\$5,200	\$5,290

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

If an employee was hired by December 31st of a contractual year they will receive full credit for that year. It is understood that longevity payments, made pursuant to this section, are non-cumulative.

V. Salary Guides

2007-2008

Step	Maintenance	Custodian	Bus Drivers		
			40 hours	30 hours	20 hours
1	38,795	33,534	27,945	20,959	13,973
2	39,826	34,566	28,805	21,604	14,403
3	40,961	35,700	29,751	22,312	14,875
4	42,302	37,041	30,868	23,151	15,434
5	43,849	38,588	32,157	24,118	16,079
6	45,603	40,342	33,619	25,214	16,809
7	47,562	42,302	35,252	26,438	17,626
8	50,224	45,035	37,529	28,148	18,765
9	52,875	47,614	39,679	29,759	19,839

2008-2009

Step	Maintenance	Custodian	Bus Drivers		
			40 hours	30 hours	20 hours
1	40,040	34,611	28,842	21,632	14,421
2	41,105	35,675	29,729	22,297	14,865
3	42,276	36,846	30,706	23,029	15,353
4	43,660	38,230	31,858	23,894	15,930
5	45,257	39,827	33,189	24,892	16,595
6	47,066	41,637	34,698	26,023	17,349
7	49,089	43,660	36,383	27,287	18,192
8	51,836	46,481	38,734	29,051	19,367
9	54,572	49,142	40,952	30,714	20,476

2009-2010

			Bus Drivers		
Step	Maintenance	Custodian	40 hours	30 hours	20 hours
1	41,405	35,791	29,826	22,369	14,913
2	42,506	36,892	30,743	23,058	15,372
3	43,717	38,103	31,753	23,814	15,876
4	45,148	39,534	32,945	24,709	16,473
5	46,800	41,185	34,321	25,740	17,161
6	48,671	43,057	35,881	26,911	17,941
7	50,763	45,148	37,624	28,218	18,812
8	53,604	48,066	40,055	30,042	20,028
9	56,433	50,818	42,349	31,761	21,174

2010-2011

			Bus Drivers		
Step	Maintenance	Custodian	40 hours	30 hours	20 hours
1	42,896	37,079	30,900	23,175	15,450
2	44,037	38,220	31,850	23,888	15,925
3	45,291	39,474	32,896	24,671	16,448
4	46,774	40,957	34,131	25,598	17,066
5	48,485	42,668	35,557	26,667	17,779
6	50,424	44,607	37,173	27,880	18,586
7	52,591	46,774	38,978	29,233	19,490
8	55,533	49,796	41,497	31,123	20,749
9	58,464	52,648	43,873	32,905	21,936

**OTHER TERMS AND CONDITIONS OF
EMPLOYMENT
ALL EMPLOYEES**

**ARTICLE XII
REIMBURSEMENT FOR STUDY**

I. Terms of Reimbursement

A. A total of \$114,400 in year 2007-2008, \$118,950.00 in 2008-2009, \$123,735.00 in 2009-2010 and \$128,690.00 in 2010-2011 will be available for the payment of college and equivalent courses. Each employee is eligible for tuition reimbursement for up to two (2) approved courses at a maximum of \$750.00 per course. Employees will be reimbursed for approved courses on a first-come, first-served basis for any funds still available after those initial courses are taken. All staff who enroll for in-district courses will forward a check in the amount of \$75.00 to the Staff Development office. Upon the individual's completion of the course, this check will be returned to the employee. These courses will not be subject to the terms of reimbursement as described in this Article.

B. Payment to individual employees will be made upon presentation of proof of successful completion of courses which have been approved in advance by the superintendent or his designee, with a copy in writing to the employee and a file copy. Beginning with the year 2002 spring semester, successful completion shall be interpreted as the employee earning a passing grade in a pass/fail grading system where the pass/fail system is the only grading system available or a grade of "B" or better in a standard grading system. Recognizing that circumstances may prevent an employee from obtaining a "B" or better in every course taken during his/her

career in Livingston, the following exceptions are allowed. During the career of an individual, a grade of "C" in a maximum of one (1) course will be allowed as a passing grade without prejudice. One (1) additional course with a grade of "C" will be allowed if a committee comprised of the superintendent and the Association president agree that the individual's explanation of the circumstances warrant acceptance of the "C". The determination of the committee shall be final. Each support staff member or other employee may arrange with the superintendent or his designee for an evaluation of his/her record, and together, they will work out courses to be taken for stipend credit on his/her salary level on an individual basis.

C. Distribution of the tuition reimbursement fund in each year shall be for approved courses on a first-come, first-served basis and with exceptions at the discretion of the superintendent.

D. Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule.

E. This tuition payment program begins on the effective date of this agreement and shall apply to courses completed by the last day of this agreement, dates of which are in the article entitled, "Duration of Agreement."

II. Procedure - Teachers

A. Upon completion of the course, a separate set of the following documents must be submitted for each course to the assistant superintendent for curriculum & instruction:

1. Proof of satisfactory completion of course,
2. Copy of receipt of payment from college,
3. Completed Claim for Payment form including

name of course, dates taken, tuition and signature.

4. Purchase requisitions filled out by the school office, containing all information on Claim for Payment, and signature of principal. "Using Dept." (yellow) copy to be retained by teacher. Purchase requisition number will appear on check stub to identify course taken.

B. All claims for payment should be submitted within 60 days of course completion. If for ANY reason this is not possible, a request for an extension of time should be sent in writing to the assistant superintendent for curriculum & instruction. Failure to comply may result in being placed at the end of the entire tuition reimbursement list.

C. Staff members completing spring semester courses should be particularly prompt in submitting the necessary documents and claims as early in June as possible to receive payment before the next school year.

D. Staff members completing June intercession courses should submit no later than September 15.

III. Procedure - All Other Staff

A. Courses already taken by support staff members and other employees will be evaluated by the superintendent or his/her designee for consideration toward a stipend.

B. Courses for consideration may be taken at approved colleges and business schools.

C. Workshops and similar programs offered by the Livingston Public Schools may also be considered for credit.

D. Courses for which the Board has paid tuition may be applied as stipend credit on the salary guide.

E. Proof of attained additional stipend status will raise the rate of pay for the school year if such proof is submitted before the October Board of Education regular public meeting.

F. If change in status is achieved during the school year, proof must be submitted in time to be presented at the regular February Board of Education public meeting, and the higher rate of pay will become effective January 1 or February 1, depending on the beginning of the contracted employee's contract year.

G. This program is designed for professional improvement and does not imply promotional opportunities.

H. The tuition payment program begins on the effective date of this agreement and is applied to courses completed before the last date of this agreement, dates of which are in the article entitled, "Duration of Agreement."

IV. Payment

Submission of proof of completion must be in the Board Office prior to the first of the month in order for consideration of payment effective the following month.

V. Reports

The superintendent or his designee will submit a report to the Association president containing the following: the number of applications for reimbursement, the number of approved applications, the funds expended for first round request and, when applicable, the amount

of funds expended or allocated for all other rounds. These reports will be submitted by October 31 and March 31 of the year covered by the agreement. A final report will be submitted to the Association president by July 31 for the year covered by the previous agreement.

ARTICLE XIII INVOLUNTARY TRANSFERS

I. Definition

An involuntary transfer for the purposes of this article is meant to be that which requires Board action (specifically, a change in building assignment) or a grade level/subject area assignment change. An involuntary transfer will not be made for disciplinary reasons.

II. Procedure

A. Involuntary transfer assignment notifications, when possible, will be given by May 15th.

B. It is the intent that all transfer assignment notifications will be completed by the last week of school.

C. Situations which cause changes after May 15th should be resolved at the earliest possible time.

D. Principal/administrators will communicate with each person being proposed for a transfer notifying him/her of a possible new assignment at least seven (7) working days prior to the final board action on the transfer.

E. A staff member may, upon request, have a conference with the superintendent or his designee to discuss (in confidence) the reasons for the transfer.

F. The superintendent or his designee and principal or administrator will communicate directly with those who are being transferred. A letter from the superintendent or his designee regarding the transfer decision shall follow the conference.

ARTICLE XIV HEALTH INSURANCE

I. Eligibility

A. All regular employees who work at least 20 hours each week in their job category shall be eligible for employee benefits paid by the Board as described herein.

B. Employees contracted for 10 or more months each year shall be eligible for 12 months' benefit coverage under this policy. Employees contracted for less than a 10 month period shall be eligible providing they work 50% or more of the contract year normal for their classification, and at least 20 hours each week.

C. Employees on approved leave, i.e., medical, maternity, child care, shall be entitled to maintain existing group health benefits by paying premiums at the group rates through COBRA as provided for by law.

II. Benefits

A. Effective July 1, 2008, all eligible employees shall have the opportunity to enroll into an Open Access POS Plan (Direct Access).

B. The Board agrees to pay the full individual or family premium for health insurance for all employees covered by this agreement to the mutually agreed upon carrier. Full coordination of benefits will be allowed. The Board paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical and major medical coverage with an unlimited maximum. The Board agrees to pay the full individual or family premium for all employees for a Benecard Prescription Plan with a \$10.00 generic/ \$20.00 preferred brand/ \$25 non-preferred brand co-pay

structure. Mail order prescriptions (3 month supply) will only require one co-payment amount.

C. The Board agrees to pay Horizon Blue Cross/Blue Shield or the mutually agreed upon carrier for the same period the cost of dental insurance for all employees covered by this agreement. These benefits shall include the coverage listed in the present plan.

D. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

E. The Board agrees to provide a mutually acceptable and approved Employee Assistance Plan.

F. If the Master Contract with the Health Carrier contains a Mandatory Second Opinion Provision; that provision will contain the following:

1. The second opinion will be paid for by the Health Carrier.
 2. No reduction of benefits will occur if the individual does not agree with the second opinion.
 3. Choice of doctor for second opinion is determined in consultation with the Health carrier.
 4. Specific list of procedures for second opinion: Coronary Bypass, reconstruction of the hip, surgery of the big toe to correct deformity, removal of uterus (hysterectomy), surgery of the back, removal of knee cartilage, dilation and curettage, cataract removal, surgical removal of hemorrhoids, removal of prostate, removal of gall bladder, bone surgery of the foot, removal of all or part of the kneecap, surgical reconstruction of the nose, surgery of the tendon sheath (wrist only), removal of tonsils and/or adenoids, surgery of the breast-not biopsy, hernia repair, varicose vein surgery.
- When performed on an elective non-emergency basis,

the total surgical benefit may be reduced if a second opinion is not obtained prior to the surgery. The medical surgical deductibles are as described in each plan and attached hereto as an outline of each plan.

G. A standing committee will exist to monitor and evaluate the implementation and operation of the health benefit plan. This committee will be comprised of a designee of the superintendent, a designee of the Association president, one teacher, one support staff member, one member of the custodial or maintenance staff, and one member of each of the other bargaining units in the district. This committee will also be in charge of evaluating staff complaints with respect to the inability of the Health plan to satisfy the needs of a particular individual staff member. Based upon this evaluation and the appropriate documentation, this committee may make a recommendation to allow the individual to change to an alternate plan as approved by the Board.

III. Waiver of Health Benefits

An employee who has health benefit coverage through a spouse, civil union partner, or from another source and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of twenty percent (20%) of the premium savings to the Board of Education; one half on January 15th and the other half on July 15th of the following school year. Said payment will not be considered salary, nor will it be considered pensionable. Employees can also forego their dental and/or prescription insurance for a full school year and receive a cash payment of twenty percent (20%) of the premium savings to the Board on the same schedule as described above. The Board shall establish an IRS Section 125

plan. The individual unit member shall be responsible for any tax liability.

ARTICLE XV LEAVES OF ABSENCES

I. Personal Illness

A. Twelve (12) days of absence per year shall be allowed for personal illness, without pay deduction, for 10-month employees; fourteen (14) days per year shall be allowed for personal illness, without pay deduction, for 12-month employees. The unused time shall be accumulated without limit.

B. Employees who have exhausted annual and accumulated sick leave may submit a request to the Board for pay minus the per diem rate for a regular substitute teacher with less than twenty (20) days of substituting in the district when additional absence is necessary for personal illness or injury. When exercising its lawful discretion to respond to such requests on a case-by-case basis, the Board shall consider such factors as the employee's length of service and overall absentee record.

For employees in the maintenance, custodial, bus drivers and van drivers classification, absences beyond leave provided for in "A" will be deducted on the basis of one-quarter ($1/4$) day's pay for as many days as were accumulated up to the end of the fiscal year subject to approval of the Livingston Board of Education on recommendation of the superintendent.

C. Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the superintendent.

D. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he/she is responsible.

E. In Worker's Compensation cases, whenever any employee is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

II. Quarantine

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

III. Contingency Absences

Contingency absence may be approved without pay deductions as follows:

A. Whenever possible, applications to the appropriate administrator shall be submitted at least five (5) days in advance of the intended absence. If the reason for the absence arises less than five (5) days in advance, notice shall be provided as soon as it is known. If the request is

not specifically provided for in "1" through "9" in "C", then "miscellaneous" (10) should be checked and an explanation may be required by the superintendent.

B. Five days will be allowed for contingency absences during the school year. Any unused days will be added annually to the employee's accumulation of days for separation pay upon termination of employment (See Article XIX). Days accumulated under this provision are irretrievable for any purposes other than separation pay.

C. Absences under this category include:

1. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
2. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least two (2) weeks in advance.
3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
4. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick day. This option lies with the employee and should be so stated in advance. However, contingency days may not be used as sick days nor to supplement sick leave when all other benefits run out.
5. Care of an ill member of the family only when no one else is available.
6. College visitations, whether for transportation, parents' day, or other purposes will be judged individually with emphasis, as a deciding factor on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board.

8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse or child.
10. Miscellaneous - Instances not specifically provided for above, at the discretion of the superintendent.

IV. Bereavement Absences (No Charge)

A. Five days per occurrence - death in immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, civil union partnership and other immediate members of the household).

B. One day per occurrence - death of a grandparent, with two additional days per occurrence if needed and requested from the superintendent.

C. One day per occurrence - death of other relative.

D. If such days referred to in A-C prove inadequate for an employee, the superintendent may accord appropriate relief.

V. Jury Duty

Upon notification of selection for jury duty, the employee will immediately inform the superintendent who will request an exemption. If the exemption is denied, the employee shall be free to serve with no alteration in salary, contingency days, or work schedule.

VI. Maternity Leave

A. Definition

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

B. Options

1. Under Article XV a pregnant employee may choose to be treated as any other employee with a sickness or a disability.
2. Under this article separate and distinct procedures are provided which the employee may ultimately choose to elect.

C. Application/Duration

1. Application for leave shall be made, in writing, to the superintendent no later than 60 days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the superintendent and employee.

D. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools, at the appropriate step on the salary schedule.

E. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

F. Health Benefits

Employees granted a leave pursuant to this section of the contract that terminates at the end of the current school year who decide not to return to active employment for the following school year will be entitled to their current level of health benefits for July and August at the Board's expense provided that they notify the Superintendent in

writing of their intention to resign no later than May 15th of the current school year.

VII. Child Care Leave

A. Definition

Child care leave is for purpose of care for a natural or adopted child.

B. Application/Duration

1. Application shall be made, in writing, to the superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.
2. Application for child care leave shall be considered by the administration and the Board on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier, if necessary, in order to fulfill the requirements for adoption.

C. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools, at the appropriate step on the salary schedule.

D. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board, for permission to return to the position for which the

employee qualifies, prior to the termination of the period for which leave was granted.

E. Application for Extension

An employee may apply for and be granted by the Board, upon recommendation by the superintendent, an extension of child care leave.

F. Health Benefits

Employees granted a leave pursuant to this section of the contract that terminates at the end of the current school year who decide not to return to active employment for the following school year will be entitled to their current level of health benefits for July and August at the Board's expense provided that they notify the Superintendent in writing of their intention to resign no later than May 15th of the current school year.

VIII. Sabbatical Leave

I. Purpose

Sabbatical leaves are designed to: (1) promote professional improvement, (2) improve professional competence so as to be of immediate and direct benefit to the efficiency of the Livingston Public Schools, (3) satisfy the paramount needs of the Livingston Public Schools.

II. Eligibility

A. Any teacher who complies with stipulations hereinafter described may be granted a sabbatical leave of absence upon the recommendation of the superintendent and with the approval of the Board.

B. Sabbatical leave shall be understood to include one or more of the following activities: study in an accredited institution of learning, research and/or observation of

problems connected with the professional's area of responsibility, and any other program approved by the superintendent and the Board.

C. Teachers will be eligible for sabbatical leave after 10 years of full-time, in-district employment.

III. Number of Leaves Authorized

A. The following number of sabbaticals may be granted each school year. Two (2) sabbaticals for one-half (1/2) year at full pay. One (1) sabbatical for a full year at full pay.

B. At the time when successful applicants are approved, an alternate for each sabbatical leave will be selected, provided that the application submitted by an alternate otherwise meets the applicable criteria and is recommended by the superintendent and approved by the Board.

C. In no case will an alternate be granted a sabbatical after July 1.

IV. Application for Leave

A. Application for sabbatical leave shall be made to the superintendent on or before November 15. Applications shall also include a formal sabbatical leave request and shall also include a program to be followed by the professional during the period of the leave.

B. Approved sabbatical leave shall begin officially at the beginning of the immediately following school year in accordance with the official school calendar. The Board will notify all applicants of their status by February 15. Successful applicants are to notify the Board of their intentions by April 15. Any exceptions to this date will

be considered by the superintendent or his designee in conference with the teacher.

C. As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the Livingston Public Schools for a period of at least 2 years after the expiration of the sabbatical leave.

V. Salary

A. Sabbatical salaries will be at full pay in accordance with the applicant's step and status on the approved salary guide.

B. Sabbatical salaries will be in accordance with the general time schedule for the payment of salaries in the Livingston Public Schools.

C. In no case shall any employee's total earnings while on sabbatical leave exceed the amount of money he would have earned under contract had he remained in his teaching position for the year. If the sabbatical recipient is entitled to a financial consideration pursuant to the terms of the sabbatical program, that amount shall be treated as a fee payable directly to the Board.

VI. Outside Employment

During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment which interferes with the proper use of the sabbatical leave.

VII. Status of Tenure And Position

The period of sabbatical leave shall count as regular service for the purpose of retirement planning. Tenure

rights shall not be impaired and the employee shall advance the usual step on the salary schedule.

VIII. Reinstatement

At the expiration of the sabbatical leave, the employee shall be reinstated as a full-time employee of the Board.

IX. Final Report

The employee will submit a final written report to the superintendent which will be reprinted in the superintendent's monthly report. The report will relate the ideas gained and subsequent benefits expected and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

ARTICLE XVI PAYROLL DEDUCTIONS

The Board agrees to provide, for those requesting them, the following payroll deduction services: United Profession Association dues, payroll savings at a rate of 10%, 15%, or 20%, and Tax Deferred Annuity Funds. (Tax Deferred Annuity Funds may be designated twice yearly).

ARTICLE XVII CHILDREN OF STAFF MEMBERS

Children of staff members who live out of the district may attend the Livingston Public Schools at the tuition rate set by the Board annually, provided that the child receive only in-district services in a placement within the district public schools, at the superintendent's discretion.

**ARTICLE XVIII
MILEAGE RATE**

Employees using their personal automobiles for district business, shall be reimbursed by the Board at the rate permitted by the Internal Revenue Service, as same may change from time to time.

**ARTICLE XIX
SEPARATION PAY**

I. Eligibility

All teaching staff members covered by this agreement, after fifteen (15) years of service in the district, shall be eligible for separation pay. Secretarial, maintenance, custodial, bus drivers, individual student assistants, teacher assistants and early arrival aide employees, after twelve (12) years of service in the district, shall be eligible for separation pay.

II. Rate

A. Certificated staff are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) as follows:

Accumulated days 1 through 150	\$50.00
Accumulated days 151+	\$55.00

B. If a certificated employee provides notice of a June 30th retirement no later than March 31st of the effective year, the daily rate for compensation for separation pay shall be increased by ten dollars (\$10) per category.

C. Full-time support staff as well as teaching assistants, individual student assistants, maintenance and custodial personnel, as well as bus and van drivers are entitled to a

rate of compensation for each accumulated sick and contingency day (without limit) as follows:

Accumulated days 1 through 150	\$45.00
Accumulated days 151+	\$50.00

D. Early arrival aides are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section B.

E. Part-time secretarial staff employed prior to January 1, 2002 who separate from the position of part-time secretary shall be eligible for separation pay at the full daily rate as shown in Section C. Part-time secretarial staff employed after January 1, 2002 are entitled to a rate of compensation for each accumulated sick and contingency day which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section C.

III. Method of Payment

A. Payments shall be made to the individuals Tax Sheltered Annuity if available or in two (2) equal installments, the first on the first July 1 or January 1 following actual retirement and the second on January 1 or July 1 following the first payment provided it is in accordance with the IRS code. At the employee's option, three (3) equal payments may be requested, the third payment on January 1 or July 1 following the second payment.

B. Monies will be paid to an employee's estate if death occurs while the employee is in service in the district or if death occurs in the interim period between separation and the completion of payments pursuant to the schedules referenced above.

IV. Restrictions

Payment will not be made to an employee in the maintenance, custodial, bus driver and van driver classification if the employee is discharged for cause or terminates employment improperly.

**ARTICLE XX
STIPEND SCHEDULES**

Athletics Middle School Interscholastic Sports		2007- 2008	2008- 2009	2009- 2010	2010- 2011
	Number	Amount	Amount	Amount	Amount
Site Manager	1	\$5,269	\$5,490	\$5,720	\$5,950
Boys' Baseball	1	\$5,751	\$6,000	\$6,240	\$6,500
Boys' Baseball Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Boys' Basketball	1	\$5,751	\$6,000	\$6,240	\$6,500
Boys' Basketball Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Boys' Lacrosse	1	\$5,751	\$6,000	\$6,240	\$6,500
Boys' Lacrosse Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Boys' Soccer	1	\$5,751	\$6,000	\$6,240	\$6,500
Boys' Soccer Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Boys' Tennis	1	\$5,075	\$5,290	\$5,510	\$5,730
Boys' Tennis Assistant	1	\$3,806	\$3,970	\$4,130	\$4,300
Boys' Volleyball	1	\$5,751	\$6,000	\$6,240	\$6,500
Boys' Volleyball Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Coordinator of Intramurals	1	\$2,846	\$2,970	\$3,090	\$3,210
Cross Country (Co-ed)	1	\$5,751	\$6,000	\$6,240	\$6,500
Cross Country Assistant	2	\$4,313	\$4,500	\$4,680	\$4,870

Field Hockey	1	\$5,751	\$6,000	\$6,240	\$6,500
Field Hockey Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Girls' Basketball	1	\$5,075	\$5,290	\$5,510	\$5,730
Girls' Basketball Assistant	1	\$3,806	\$3,970	\$4,130	\$4,300
Girls' Lacrosse	1	\$5,751	\$6,000	\$6,240	\$6,500
Girls' Lacrosse Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Girls' Soccer	1	\$5,751	\$6,000	\$6,240	\$6,500
Girls' Soccer Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Girls' Softball	1	\$5,751	\$6,000	\$6,240	\$6,500
Girls' Softball Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Girls' Tennis	1	\$5,075	\$5,290	\$5,510	\$5,730
Girls' Tennis Assistant	1	\$3,806	\$3,970	\$4,130	\$4,300
Girls' Volleyball	1	\$5,751	\$6,000	\$6,240	\$6,500
Girls' Volleyball Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Wrestling	1	\$5,751	\$6,000	\$6,240	\$6,500
Wrestling Assistant	1	\$4,313	\$4,500	\$4,680	\$4,870
Intramural Sports (both schools)					
Intramural Activity	6	\$1,687	\$1,760	\$1,830	\$1,910
Coordinator	1	\$2,846	\$2,970	\$3,090	\$3,210

NOTE: Assistants will be considered if numbers warrant.

CO-CURRICULAR/CURRICULAR

Middle School	Number	2007-2008	2008-2009	2009-2010	2010-2011
		Amount	Amount	Amount	Amount
Academically Speaking Advisory Coordinator	1	\$487	\$510	\$530	\$550
Astronaut Club (HMS)	1	\$2,307	\$2,410	\$2,500	\$2,610
Building Affirmative Action Liaison (HMS)	1	\$1,189	\$1,240	\$1,290	\$1,340
Building Affirmative Action Liaison (MPM)	1	\$418	\$440	\$450	\$470
Computer/AVA Resources Person (HMS)	1	\$209	\$220	\$230	\$240
Computer/AVA Resources Person (MPM)	1		\$3,050	\$3,175	\$3,305
Diversity Club (HMS)	1		\$2,050	\$2,135	\$2,225
Enrichment (HMS)	1		\$1,240	\$1,290	\$1,340
Enrichment (MPM)	1	\$697	\$730	\$760	\$790
Forensics (HMS)	1	\$349	\$360	\$380	\$390
Forensics (MPM)	1	\$1,189	\$1,240	\$1,290	\$1,340
	1	\$793	\$830	\$860	\$900

Garden Club (HMS)	1		\$1,240	\$1,290	\$1,340
Jazz Band (HMS) (2 beginning 08/09)	2	\$1,514	\$1,580	\$1,640	\$1,710
Jazz Band (MPM)	1	\$1,514	\$1,580	\$1,640	\$1,710
Literary Magazine	1	\$2,307	\$2,410	\$2,500	\$2,610
Math Counts	1	\$1,514	\$1,580	\$1,640	\$1,710
Memory Book	1	\$2,307	\$2,410	\$2,500	\$2,610
Newspaper (1 per grade)	3	\$979	\$1,240	\$1,290	\$1,340
Outdoor Education Director MPM	1		\$2,000	\$2,082	\$2,167
Outdoor Education Team Leader (MPM)	4		\$2,950	\$3,070	\$3,195
Outdoor Education Medical Records Facilitator (MPM)	1		\$500	\$520	\$545
Outdoor Education Nurse On-Site (MPM)	1	\$793	\$1,030	\$1,072	\$1,116
Outdoor Ed – teachers on site (5/tm) (MPM)	20	\$793	\$830	\$860	\$900
Select Chorus	1	\$1,123	\$1,580	\$1,640	\$1,710
Select Orchestra	1	\$1,123	\$1,580	\$1,640	\$1,710

Student Council Team Coordinator (1/tm)	1	\$2,800	\$2,920	\$3,040	\$3,160
Team Coordinator (Special Ed/Cycle Areas) (HMS)	12	\$3,443	\$3,500	\$3,600	\$3,700
Web Master	2	\$3,443	\$3,500	\$3,600	\$3,700
	1	\$1,261	\$2,140	\$2,230	\$2,320

Theater Productions

		2007- 2008	2008- 2009	2009- 2010	2010- 2011
Spring Musical Director (HMS)	1		\$6,000	\$6,246	\$6,502
Spring Musical Orchestra Director (HMS)	1		\$2,400	\$2,498	\$2,600
Fall Drama Director (HMS)	1		\$2,600	\$2,706	\$2,818
Drama - MPM (split 3 seasons)	1	\$8,424	\$8,780	\$9,140	\$9,520
Stage (MPM)	1	\$2,127	\$2,220	\$2,310	\$2,400

NOTE: All positions apply to both middle schools unless otherwise noted.

HIGH SCHOOL ATHLETICS INTERSCHOLASTIC SPORTS

		07-08	08-09	09-10	10-11
	#	Amount	Amount	Amount	Amount
Baseball Varsity	1	\$8,847	\$9,220	\$9,600	\$9,990
Baseball Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Boys' Basketball	1	\$8,847	\$9,220	\$9,600	\$9,990
Boys' Basketball Assistant	2	\$6,636	\$6,920	\$7,200	\$7,500
Bowling	1	\$7,806	\$8,140	\$8,470	\$8,820
Girls' Basketball	1	\$8,847	\$9,220	\$9,600	\$9,990
Girls' Basketball Assistant	2	\$6,636	\$6,920	\$7,200	\$7,500
Cheerleaders					
Fall	1	\$3,903	\$4,070	\$4,240	\$4,410
Winter	1	\$3,903	\$4,070	\$4,240	\$4,410
Spring	1	\$2,446	\$2,550	\$2,650	\$2,760
Cheerleaders Assistant					
Fall	1	\$2,927	\$3,050	\$3,180	\$3,310
Winter	1	\$2,927	\$3,050	\$3,180	\$3,310
Spring	1	\$1,834	\$1,910	\$1,990	\$2,070
Cheerleaders Freshman					
Fall	1	\$2,927	\$3,050	\$3,180	\$3,310
Winter	1	\$2,927	\$3,050	\$3,180	\$3,310
Spring	1	\$1,834	\$1,910	\$1,990	\$2,070
Boys' Cross Country	1	\$7,806	\$8,140	\$8,470	\$8,820
Girls' Cross Country	1	\$7,806	\$8,140	\$8,470	\$8,820
Cross Country Assistant (shared)	1	\$5,855	\$6,100	\$6,350	\$6,610
Faculty Equipment					
Manager	1	\$6,453	\$6,730	\$7,000	\$7,290
Boys Fencing	1	\$7,806	\$8,140	\$8,470	\$8,820

Girls Fencing	1	\$7,806	\$8,140	\$8,470	\$8,820
Field Hockey	1	\$8,847	\$9,220	\$9,600	\$9,990
Field Hockey Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Football	1	\$10,408	\$10,850	\$11,300	\$11,760
Football Assistants	6	\$7,806	\$8,140	\$8,470	\$8,820
Golf	1	\$7,806	\$8,140	\$8,470	\$8,820
Ice Hockey	1	\$8,847	\$9,220	\$9,600	\$9,990
Ice Hockey Assistant	1	\$6,636	\$6,920	\$7,200	\$7,500
Boys' Lacrosse	1	\$8,847	\$9,220	\$9,600	\$9,990
Boys' Lacrosse Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Girls' Lacrosse	1	\$8,847	\$9,220	\$9,600	\$9,990
Girls' Lacrosse Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Boys' Soccer	1	\$8,847	\$9,220	\$9,600	\$9,990
Boys' Soccer Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Girls Soccer	1	\$8,847	\$9,220	\$9,600	\$9,990
Girls' Soccer Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Girls Softball	1	\$8,847	\$9,220	\$9,600	\$9,990
Girls' Softball Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Strength Training /season	1	\$7,806	\$8,140	\$8,470	\$8,820
Strength Training Assistant/season	1	\$5,075	\$5,290	\$5,510	\$5,730
Boys' Swimming	1	\$7,806	\$8,140	\$8,470	\$8,820
Girls' Swimming	1	\$7,806	\$8,140	\$8,470	\$8,820
Boys' Tennis	1	\$7,806	\$8,140	\$8,470	\$8,820
Boys' Tennis Assistant	1	\$5,855	\$6,100	\$6,350	\$6,610
Girls' Tennis	1	\$7,806	\$8,140	\$8,470	\$8,820

Girls' Tennis					
Assistant	1	\$5,855	\$6,100	\$6,350	\$6,610
Boys' Track (winter)	1	\$7,806	\$8,140	\$8,470	\$8,820
Girls' Track (winter)	1	\$7,806	\$8,140	\$8,470	\$8,820
Track Assistant (shared)					
(winter)	2	\$5,855	\$6,100	\$6,350	\$6,610
Boys' Track (spring)	1	\$8,847	\$9,220	\$9,600	\$9,990
Boys' Track Assistant	2	\$6,636	\$6,920	\$7,200	\$7,500
Girls' Track(spring)	1	\$8,847	\$9,220	\$9,600	\$9,990
Girls' Track Assistant	2	\$6,636	\$6,920	\$7,200	\$7,500
Boys' Volleyball	1	\$8,847	\$9,220	\$9,600	\$9,990
Boys' Volleyball					
Assistant	2	\$6,636	\$6,920	\$7,200	\$7,500
Girls' Volleyball	1	\$8,847	\$9,220	\$9,600	\$9,990
Girls' Volleyball					
Assistant	2	\$6,636	\$6,920	\$7,200	\$7,500
Wrestling	1	\$8,847	\$9,220	\$9,600	\$9,990
Wrestling Assistant	3	\$6,636	\$6,920	\$7,200	\$7,500
Intramurals					
(coordinator + 6)	1	\$12,834	\$13,380	\$13,930	\$14,500

NOTE: Additional assistants will be considered if numbers warrant.

Coed team head coaches with at least one assistant, additional \$375.

		2007- 2008	2008- 2009	2009- 2010	2010- 2011
High School	#	Amount	Amount	Amount	Amount
Computer Coordinator	1	\$5,990	\$6,240	\$6,500	\$6,770
Cooperative Ed Summer Coordinator	2	0.05*salary	0.05*salary	0.05*salary	0.05*salary
Driver Ed Coord.	1	\$3,851	\$4,010	\$4,180	\$4,350
Driver Ed Instruction (non-school hours)		\$37.88/hr	\$39.50/hr	\$41.10/hr	\$42.80/hr
Summer Guidance Work		0.05*salary	0.05*salary	0.05*salary	0.05*salary

XII. Payment for Required Summer Work/Pensionable

A staff member regularly assigned to additional duties for two (2) weeks between the end of one school year and the beginning of the next as a Guidance Counselor, Cooperative Office Education Coordinator, or Cooperative Education Coordinator shall be paid the additional salary provided in Schedule C as added compensation for the extra duties of the position. Said additional compensation shall be considered pensionable during the time period that the individual is assigned the extra duties and shall be paid to the employee in equal installments during the ensuing September to June school year as part of his/her regular pay.

Should the staff member no longer be assigned the additional duties, the compensation for the extra work will be discontinued and he/she shall only be entitled to his/her appropriate guide salary as provided in this Agreement. It is agreed and understood that such a reduction of salary is solely because the extra duties shall be eliminated and it need not be accomplished as a reduction of salary under the provision of N.J.S.A. 18A:6-10.

Additional summer weeks beyond the two required weeks shall be paid pursuant to this agreement; however, the stipend for such work shall not be considered pensionable. The stipend for additional summer work shall be paid according to regular business office practices.

HIGH SCHOOL CO-CURRICULAR STIPENDS

		2007- 2008	2008- 2009	2009- 2010	2010- 2011
	Number	Amount	Amount	Amount	Amount
Academic Team	1	\$1,514	\$3,380	\$3,520	\$3,660
AFS					\$2,420
Coordinator	1	\$2,145	\$2,240	\$2,330	
AM Wired	1	\$3,672	\$3,830	\$3,990	\$4,150
Band Director	2	\$5,813	\$6,060	\$6,310	\$6,570
Band Front					
Coordinator	1	\$5,813	\$6,060	\$6,310	\$6,570
Band Front					
Instructor	1	\$2,006	\$2,090	\$2,180	\$2,270
Building					
Affirmative					
Action Liaison	1	\$1,514	\$1,580	\$1,640	\$1,710
Business					
Manager					
(yearbook)	1	\$2,950	\$3,080	\$3,200	\$3,330

CIP aide - extra duty	1	\$1,857	\$1,940	\$2,020	\$2,100
Class Advisor - Freshman	2	\$1,418	\$1,480	\$1,540	\$1,600
Class Advisor - Sophomore	2	\$1,465	\$1,530	\$2,070	\$2,150
Class Advisor - Junior	2	\$1,905	\$1,990	\$2,070	\$2,150
Class Advisor - Senior	2	\$2,638	\$2,750	\$2,860	\$2,980
Computer Lab (Extended Hours)					
Art Lab	1	\$2,448	\$2,550	\$2,660	\$2,770
Business Lab	1	\$3,672	\$3,830	\$3,990	\$4,150
Math Lab	1	\$3,672	\$3,830	\$3,990	\$4,150
Technical Ed Lab	1	\$2,448	\$2,550	\$2,660	\$2,770
Detention					
AM		\$20.27	\$21.13	\$22.00	\$22.90
PM and Saturday		\$33.66	\$35.08	\$36.52	\$38.00
Forensics	1	\$2,024	\$2,110	\$2,200	\$2,290
Future Business Leaders of America	2	\$2,024	\$2,110	\$2,200	\$2,290
Gay Straight Alliance	1	\$1,803	\$1,880	\$1,960	\$2,040
Jazz Ensemble	2	\$1,790	\$1,870	\$1,940	\$2,020
Key Club	2	\$2,018	\$2,100	\$2,190	\$2,280
Leo Club	1	\$973	\$1,010	\$1,060	\$1,100
Literary Magazine/Inner Voices	2	\$1,400	\$1,460	\$1,520	\$1,580
Math Team Advisor	1	\$1,514	\$1,580	\$1,640	\$1,710

Mock Trial					
Advisor	1	\$1,514	\$1,580	\$1,640	\$1,710
National Art					
Honor Society	1	\$1,514	\$1,580	\$1,640	\$1,710
National Honor					
Society	1	\$1,851	\$1,930	\$2,010	\$2,090
National					
Chinese Lang					
Honor Society	1	\$1,514	\$1,580	\$1,640	\$1,710
National French					
Lang Honor					
Society	1	\$1,514	\$1,580	\$1,640	\$1,710
National Italian					
Lang Honor					
Society	1	\$1,514	\$1,580	\$1,640	\$1,710
National					
Spanish Lang					
Honor Society	1	\$1,514	\$1,580	\$1,640	\$1,710
Newspaper	1	\$4,530	\$7,515	\$7,820	\$8,140
Notations Vocal					
Ensemble	1		\$1,870	\$1,950	\$2,030
People Helping					
People	1	\$1,514	\$1,580	\$1,640	\$1,710
Radio					
Broadcasting					
Advisor	1	\$1,929	\$2,010	\$2,090	\$2,180
SAT Testing					
Coordinator	1	\$2,748	\$2,870	\$2,980	\$3,100
Select Chorus					
Group	1	\$1,892	\$1,970	\$2,050	\$2,140
Senior Buddies					
(9 th grade					
mentors)	1	\$1,803	\$1,880	\$1,960	\$2,040
Science League					
Advisor	1	\$1,514	\$1,580	\$1,640	\$1,710

Science Olympiad Advisor	1	\$2,638	\$2,750	\$2,860	\$2,980
SGA	1		\$2,024	\$2,110	\$2,200
String Orchestra Conductor	1	\$3,245	\$3,380	\$3,520	\$3,670
Web Master	1	\$1,261	\$2,140	\$2,230	\$2,320
Yearbook	1	\$6,710	\$11,140	\$11,600	\$12,080

Theater Productions
All School Production

Director	1	\$5,582	\$5,820	\$6,060	\$6,130
Costumes	1	\$1,261	\$1,540	\$1,600	\$1,670
Set Construction	1	\$1,394	\$2,350	\$2,450	\$2,550
Orchestra Prep	1	\$2,800	\$2,920	\$3,040	\$3,160
Tickets	1	\$1,394	\$1,450	\$1,510	\$1,570
Choreography & Music (total 2)	2	\$3,497	\$3,650	\$3,790	\$3,950
Publicity	1	\$1,261	\$1,310	\$1,370	\$1,420

Drama

Director	1	\$4,910	\$5,110	\$5,320	\$5,540
Costumes	1	\$1,261	\$1,540	\$1,600	\$1,670
Set Construction	1	\$2,247	\$2,340	\$2,440	\$2,540
Publicity	1	\$1,261	\$1,310	\$1,370	\$1,420
Tickets	1	\$1,394	\$1,450	\$1,510	\$1,570
Stage	1	\$2,969	\$3,100	\$3,220	\$3,350

District	Number	2007- 2008 Amount	2008- 2009 Amount	2009- 2010 Amount	2010- 2011 Amount
Coordinator of Nurses	1	\$3,845	\$4,010	\$4,170	\$4,340
G&T Coordinator	1		\$2,000	\$2,080	\$2,170
Media Coordinator	1	\$3,911	\$4,080	\$4,240	\$4,420
Home Economics Coordinator (6-12)	1	\$2,860	\$2,980	\$3,100	\$3,230
Lead Teacher (1 each = PE & WL)	2	\$7,834	\$8,170	\$8,500	\$8,850
Curriculum Writing, Summer School In-House Tutors - Category A		\$39.66/hr	\$41.34/hr	\$43.03/hr	\$44.79/hr
In-House Tutors - Category B		\$39.66/hr	\$41.34/hr	\$43.03/hr	\$44.79/hr
		\$67.67/hr	\$70.50/hr	\$73.40/hr	\$76.40/hr

Category A: Substitute or standard certified; assisting student with regular class assignments as provided by the regular classroom teacher.

Category B: Standard certified; planning and providing the instruction, assignments and testing aligned with the regular curriculum for students receiving home instruction for more than twenty (20) days. This rate

begins on the twenty-first (21st) day of the students home instruction or on the first day when a student is unable to attend school during the year and will need more than twenty (20) days of home instruction.

VIII. Instructor Stipend/In-Service

Certificated personnel conducting in-service instructional programs approved by the superintendent or his designee shall be paid sixty dollars (\$60.00) per hour for the duration of this agreement. An hour is 60 minutes of class instruction.

Elementary	Number	2007- 2008 Amount	2008- 2009 Amount	2009- 2010 Amount	2010- 2011 Amount
Academically Speaking	6	\$486	\$510	\$530	\$550
Assistant to the Principal (6)	6	\$4,073	\$4,250	\$4,420	\$4,600
Building Affirmative Action Liaison	6		\$200	\$210	\$220
Computer/AVA Resource Person (6)	6		\$2,050	\$2,135	\$2,225
Music Programs	6	\$1,261	\$1,310	\$1,370	\$1,420
Safety Patrol Leader (6)	6	\$878	\$920	\$950	\$990
Service Squad (6)	6	\$878	\$920	\$950	\$990
Student Council (6)	6	\$985	\$1,030	\$1,070	\$1,110
Web Master	6	\$1,261	\$2,140	\$2,230	\$2,320

**ARTICLE XXI
ENTIRE UNDERSTANDING OF AGREEMENT**

I. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.

II. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

LIVINGSTON BOARD OF EDUCATION

By: [Signature] By: [Signature]

Date: 8-11-08 Date: 10-3-08

LIVINGSTON EDUCATION ASSOCIATION

By: [Signature] By: [Signature]

Date: 10/3/08 Date: 10/3/08

ARTICLE XXII
Livingston Board of Education
~ and ~
Livingston Education Association

A. Letter of Understanding

The undersigned parties desire to provide direction as to the intention of the parties with respect to the option of scheduling of summer hours for 12 month unit members.

The determination to provide a differentiated summer schedule shall be at the discretion of the Board of Education. Summer hours shall begin and end on dates determined by the Administration.

When summer hours are to be established, they shall be the subject of discussion with the Association in May of the school year to determine the scheduling of such hours and the employees to which such hours apply for the coming summer.

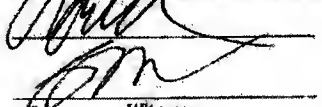
It is understood that the prior arrangements for summer hours shall not be binding, but shall provide guidance to the parties in arranging a summer schedule.

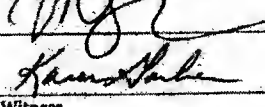
It is further understood by the parties that the foregoing concept is not considered a part of the collective bargaining agreement, but is intended to provide guidance in dealing with the workday for employees during the summer months.

In witness whereof the parties have affixed their signatures:

FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION





Witness

Witness

8-11-08

10/3/08

date

date